

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR  
CONSULTING SERVICES DURING CONSTRUCTION AND STARTUP OF THE  
CARBON ABSORPTION SYSTEM FOR THE CITY OF UPLAND LAND WITH  
SCS ENGINEERS, INC.**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES is made and effective as of December 14, 2021, between the City of Upland, a municipal corporation ("City") and SCS Engineers, Inc., ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties".

**RECITALS**

A. WHEREAS, the Parties entered into a professional services agreement, dated July 27, 2016, for Consulting Services For the Evaluation of the Methane Gas System and Design for the Upland Landfill Flare Station (the "Original Agreement"); and

B. WHEREAS, the Parties now desire to enter into an amendment to the Original Agreement in order to expand the scope of services in the Original Agreement to include Engineering Support During Construction, Startup Support, and Compliance Support services, provide additional funds in order to pay for this additional scope of services, and extend the Term of the Original Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this First Amendment mutually agree as follows:

**AMENDMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Services. Services, as that term is defined in the Original Agreement, shall be amended to include additional services as outlined in Exhibit "A", attached hereto and incorporated herein by this reference. These additional services shall be performed at the rates set forth in Exhibit "A".

3. Term. The term of the Original Agreement shall be extended for an additional term of two years through December 31, 2023, unless earlier terminated pursuant to the provisions of the Original Agreement. In addition, the Original Agreement may be extended for one additional option period of one year subject to mutual agreement between the Parties.

4. Amendment to Section 5 – Payment. Section 5– Payment of the Original Agreement shall be amended, in part, to read as follows:

**"5. PAYMENT.**

- a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in

Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. The First Amendment to this Agreement shall increase the contract amount by Thirty-Two Thousand Four Hundred and Sixty Dollars (\$32,460) for a total contract amount of One Hundred Thirty-One Thousand Three Hundred Twenty Dollars (\$131,320) for the total term of the Agreement unless additional payment is approved as provided in this Agreement."

- b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000). For services included under the First Amendment to this Agreement, the City Manager or designee may also approve additional work up to Seven Thousand Five Hundred and Forty Dollars (\$7,540). Any additional work in excess of this amount shall be approved by the City Council.

5. Full Force. Except as amended by this First Amendment, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

6. Electronic Transmission. A manually signed copy of this First Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes.

7. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR  
CONSULTING SERVICES DURING CONSTRUCTION AND STARTUP OF THE  
CARBON ABSORPTION SYSTEM FOR THE CITY OF UPLAND LAND WITH  
SCS ENGINEERS, INC.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be executed the day and year first above written.


**CITY OF UPLAND**

  
\_\_\_\_\_  
Michael Blay, City Manager

Attest:

  
\_\_\_\_\_  
Keri Johnson, City Clerk

Approved As to Form:

  
\_\_\_\_\_  
Stephen Deitsch, City Attorney

**CONTRACTOR**

**SCS Engineers, Inc.  
3900 Kilroy Airport Way, Ste 100  
Long Beach CA 90806  
(562) 426-9544**

By: 

Name: SOLAMUN SIM 12/7/21

Title: VICE PRESIDENT

By: 

Name: Joy Hathwa 12-7-21

Title: Senior Vice President